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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re

CASH CLOUD, INC.,
dba COIN CLOUD,

Debtor.

Case No. BK-S-23-10423-MKN

Chapter 11

**SEVENTH OMNIBUS MOTION FOR
ENTRY OF ORDER APPROVING
REJECTION OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES
PURSUANT TO 11 U.S.C. § 365(a) AND
DISPOSAL OF CERTAIN PERSONAL
PROPERTY INCLUDING SURRENDER
AND TERMINATION OF THE
AUTOMATIC STAY AND/OR
ABANDONMENT**

Hearing Date: April 20, 2023

Hearing Time: 10:30 a.m.

Estimated Time for Hearing: 20 Minutes

**PLEASE TAKE NOTICE THAT IF YOU ARE RECEIVING NOTICE OF THIS
MOTION, YOU SHOULD LOCATE YOUR NAME AND CONTRACT OR LEASE
LISTED ON EXHIBIT 2 ATTACHED HERETO. NAMES ARE LISTED
ALPHABETICALLY WITH THE CORRESPONDING CONTRACT OR LEASE**

Cash Cloud, Inc. (“Cash Cloud” or “Debtor”), debtor and debtor in possession in the above-captioned chapter 11 case (the “Chapter 11 Case”), by and through its undersigned counsel, Fox Rothschild LLP, respectfully submits this motion (the “Motion”) for entry of an order, substantially in the form attached hereto as **Exhibit 1**,¹ approving the rejection of contracts and/or unexpired leases set forth in **Exhibit 2** attached hereto pursuant to Bankruptcy Code² § 365(a), and approving the disposal of certain personal property, including without limitation, surrender of property and termination of the automatic stay pursuant to Bankruptcy Code § 362(d) in favor of a party who has a secured or lease interest in certain property, and/or abandonment of property under Bankruptcy Code § 554(a).

This Motion is made and based on the *Declaration of Christopher Andrew McAlary* (the “McAlary Declaration”) filed in support hereof, the following points and authorities, the papers and pleadings on file with the Court in this Chapter 11 Case, and any oral argument the Court may entertain at the hearing on the Motion.

Dated this 23rd day of March, 2023.

FOX ROTHSCHILD LLP

By: /s/ Jeanette E. McPherson

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POINTS AND AUTHORITIES

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A) and (O).

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

¹ After notice of this Motion, revisions to this proposed order may be made.

² All references to “chapter” and “section” herein shall be to the “Bankruptcy Code” appearing in Title 11 of the U.S. Code; all references to a “Bankruptcy Rule” shall refer to the Federal Rules of Bankruptcy Procedure.

3. The statutory basis for the relief requested herein is 11 U.S.C. §§ 105(a), § 362(d), 365(a), and 554, and Bankruptcy Rules 4001, 6004, 6006, 6007, and 9014.

4. Pursuant to Local Rule 9014.2, the Debtor consents to entry of final order(s) or judgment(s) by the bankruptcy judge if it is determined that the bankruptcy judge, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

II. BACKGROUND

A. Debtor's Filing

5. On February 7, 2023 (the "Petition Date"), the Debtor filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

6. The Debtor is authorized to operate its business and manage its property as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. An Official Committee of Unsecured Creditors was appointed on or about February 17, 2023.

B. Debtor's Business And Contracts And/Or Leases

8. As described in greater detail in the Omnibus Declaration of Christopher Andrew McAlary in Support of Emergency First Day Motions [ECF 19], the Debtor was formed as a Nevada corporation for the purpose of providing a platform for customers to buy and sell digital currencies through Digital Currency Machines ("DCMs") distributed across the United States. DCMs are an advanced version of the kiosks commonly referred to as Bitcoin ATMs or BTMs, that enable a consumer to both (a) buy bitcoin as well as 30+ other digital currencies with cash, and (b) sell digital currency for cash. All of the Debtor's machines are DCMs offering two-way functionality, over 30 digital currency options, an advanced user interface and a custom non-custodial companion wallet app (available on the Apple App Store and the Google Play Store). See McAlary Declaration ¶ 6.

9. As of December 31, 2022, the Debtor operated approximately 4,800 DCMs, or kiosks ("Kiosk(s)") throughout the United States and Brazil, installed in some of the largest convenience, grocery and liquor store chains and prestigious malls. See McAlary Declaration ¶ 7.

10. To facilitate the installation of the Kiosks, Cash Cloud entered into numerous contracts (the “Contracts”) or leases (“Leases”) with various parties (“Counterparty” or “Counterparties”) having retail locations, including convenience stores, malls, and enterprise grocery stores. The terms in the Contracts and/or Leases vary. However, in general, the terms provide that Cash Cloud is permitted to install a Kiosk at a certain location (“Location”) in exchange for compensation being paid to the Counterparty. There are thousands of Contracts or Leases, and the nature and amount of compensation varies and is sometimes in the form of a fixed monthly rental payment or a variable portion of the profit of the Kiosk. The Contracts and/or Leases typically have a 3 to a 7-year term, with automatic renewals, unless terminated by either party. And, under certain “master” Contracts and/or Leases, wherein the Contract or Lease governs the installation of Kiosks at multiple, different Locations (as set forth within the exhibits attached thereto), the Contract or Lease contains terms that provide not only for the termination of the master agreement, as a whole, but also for either the Debtor or the Counterparty to terminate certain identified Locations. See McAlary Declaration ¶ 8.

C. Rejection of Contracts And/Or Leases

11. In connection with its efforts to preserve and maximize the value of its estate through the prosecution of this case, the Debtor, in its business judgment, has determined that certain Contracts and/or Leases are financially burdensome and do not provide benefit to the estate. The Locations subject to the Contracts and/or Leases that are listed on **Exhibit 2** are no longer needed. Further, the Debtor seeks to avoid depletion of the estate through accrual of administrative expenses associated with these Contracts and/or Leases. In addition, the Debtor has determined that there is no value to the estate in attempting to assume and assign the Contracts and/or Leases. Thus, rejection is in the best interests of creditors and other parties in interest. As such, the Contracts and/or Leases should be rejected. See McAlary Declaration ¶ 9.

D. Disposal of Remaining Property, Including Surrender, Termination of The Automatic Stay And/Or Abandonment

12. Further, if there is property remaining at a Location subject to a rejected Contract or Lease, such as Kiosks or related property (the “Remaining Property”), the Debtor will determine

1 how the Remaining Property should be disposed of, including whether it should be removed,
 2 abandoned, sold, or surrendered to a party that has a secured (or lease) interest in the Remaining
 3 Property. In the event that the Debtor determines that the Remaining Property (if any) should be
 4 surrendered to a party that has a secured or lease interest in the Remaining Property and the
 5 automatic stay terminated, it will make this determination because the Remaining Property is not
 6 necessary for an effective reorganization and there is little to no equity in the Remaining Property.
 7 In the event the Remaining Property is determined to be burdensome or of inconsequential value,
 8 the Debtor may determine, in its business judgment, that any Remaining Property be abandoned.

9 **E. Requested Relief**

10 13. Bankruptcy Code section 365(a) authorizes the Debtor, subject to this Court's
 11 approval, to reject any executory contract or unexpired lease. Based on its business judgment,
 12 Debtor has determined that the Contracts and/or Leases are financially burdensome to the estate and
 13 do not provide benefit to the estate. See McAlary Declaration ¶ 9. Accordingly, the Debtor seeks
 14 authority to reject the Contracts and/or Leases set forth on **Exhibit 2** as of the date of the filing of
 15 this Motion to prevent the incurrence of ongoing administrative expenses with respect to the
 16 Contracts and/or Leases. See McAlary Declaration ¶ 9.

17 14. Further, § 362(d)(2) allows for termination of the automatic stay if there is
 18 insufficient equity in the property and it is not needed for an effective reorganization. In the event
 19 the Debtor, in its business judgment, determines that it will surrender the Remaining Property to the
 20 secured creditors and that it does not have equity in the Remaining Property and the Remaining
 21 Property is not necessary for an effective reorganization, the Debtor requests that an order be
 22 entered terminating the automatic stay. Further, Bankruptcy Code section 554 authorizes the
 23 abandonment of property, subject to this Court's approval. In the event the Debtor, in its business
 24 judgment, determines that the Remaining Property, if any, is burdensome or of inconsequential
 25 value or benefit to the estate, the Debtor requests that such abandonment be approved. See McAlary
 26 Declaration ¶ 10-12. The Debtor requests that the date of the filing of this Motion be deemed the
 27 date of notice of abandonment.

28 ///

III. MEMORANDUM OF LAW

A. The Debtor's Decision To Reject The Contracts And/Or Leases Should Be Approved

15. Section 365 of the Bankruptcy Code provides that “the trustee, subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). “Under the Code, most courts have applied a ‘business judgment’ test to trustees’ decisions to assume or reject contracts or leases.” 3 Collier on Bankruptcy ¶ 365.03[2] (16th Ed. 2016). “In making its determination, a bankruptcy court need engage in only a cursory review of a debtor-in-possession’s decision to reject the contract.” Agarwal v. Pomona Valley Med. Group, Inc. (In re Pomona Valley Med. Group, Inc.), 476 F.3d 665, 670 (9th Cir. 2007) (internal punctuation omitted).

16. “[I]n evaluating the rejection decision, the bankruptcy court should presume that the debtor-in-possession acted prudently, on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the bankruptcy estate.” Id., at 670. In the Ninth Circuit, a bankruptcy court “should approve the rejection of an executory contract under § 365(a) unless it finds that the debtor-in-possession’s conclusion that rejection would be advantageous is so manifestly unreasonable that it could not be based on sound business judgment, but only on bad faith, or whim or caprice.” Id. (internal punctuation omitted).

17. The Debtor’s decision to reject the Contracts and/or Leases reflects the Debtor’s exercise of sound business judgment and is in the best interests of the Debtor, its estate, and its creditors. The Debtor has determined that the Contracts and/or Leases are not necessary for the Debtor’s operations and are financially burdensome and not beneficial to the estate. The Leases are not a source of potential value for the Debtor’s future operations, creditors, or interest holders, and are believed to not be marketable given their terms and constitute an unnecessary drain on the Debtor’s limited resources. See McAlary Declaration ¶ 9. Accordingly, the Debtor submits that its decision to reject the Contracts and/or Leases is a sound exercise of its business judgment and should be approved.

B. Rejection As of the Date of the Filing of This Motion

18. This Court has authority to approve the rejection of executory contracts or leases as

of the date of the filing of the motion for rejection. Section 365 of the Bankruptcy Code does not expressly provide whether courts may order rejection to be effective retroactively. However, courts have held that bankruptcy courts may exercise their equitable powers in granting such a retroactive order when they conclude that doing so promotes the purposes of Section 365, and that after balancing the equities of a case, equities weigh in favor the debtor. See, e.g., Pac. Shores Dev., LLC v. At Home Corp. (In re At Home Corp.), 392 F.3d 1064, 1065 (9th Cir. 2004) (affirming order authorizing rejection as of date of filing of motion), cert. denied, 564 U.S. 814 (2005); Thinking Machines Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machs. Corp.), 67 F.3d 1021, 1028-29 (1st Cir. 1995) (bankruptcy court has power to approve rejection as of date of filing motion); In re Amber's Stores, Inc., 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996)(holding that the lease should be deemed rejected as of the petition date due to the equities of case). Although this caselaw pertains to the rejection of nonresidential real property leases, the rationale contained therein is applicable to executory contracts. The Ninth Circuit in In re At Home Corp., explained that “the equitable authority recognized in Thinking Machines has been imported to contexts other than unexpired nonresidential leases,” citing to Malden Mills Indus., Inc. v. Maroun (In re Malden Mills Indus., Inc.), 303 B.R. 688, 701 (B.A.P. 1st Cir. 2004) and its application of this principle to abandonment of personal property. 392 F.3d at 1070. The Debtor further notes that the Ninth Circuit’s holding in In re At Home Corp., 392 F.3d 1064 (9th Cir. 2004) allowing rejection as of the date of the motion has been found to be undisturbed by the Court’s holding in Roman Catholic Archdiocese of San Juan v. Acevedo Feliciano, ___ U.S. ___, 140 S.Ct. 696 (2020). See In re Player's Poker Club, Inc., 636 B.R. 811 (Bankr. C.D.Cal. 2022).

19. Balancing the equities in this case, approving rejection of the Contracts and/or Leases as of the date of this Motion is appropriate. The Debtor has promptly filed this Motion and promptly set it for hearing giving Counterparties notice of this Motion and the Debtor’s intention. Without the authority to reject as of the Motion filing date, the Debtor may be forced to incur potential administrative expenses for agreements that provide no benefit to the estate to the detriment of creditors and other stakeholders. Further, allowing the Debtor to reject the Contracts and/or Leases will not unduly prejudice the Counterparties because the Counterparties will receive

notice of the Motion and therefore will have sufficient opportunity to object if they so choose. Indeed, the Counterparties may benefit from the rejection as they will be relieved of obligations under the Contracts and/or Leases. Accordingly, the rejection of the Contracts and/or Leases should be approved as of the date of the Motion.

C. The Debtor's Decision To Terminate The Automatic Stay And/Or To Abandon Remaining Property, If Made, Should Be Approved

20. If there is Remaining Property at any of these numerous Locations, the Debtor will determine how the Remaining Property should be disposed of, including whether it should be removed, abandoned, sold, or surrendered to a party that has a secured or lease interest in the Remaining Property with the automatic stay being terminated. See McAlary Declaration ¶ 10-12.

21. Section 362(d)(2) of the Bankruptcy Code provides that “[o]n request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay— . . . (2) with respect to a stay of an act against property under subsection (a) of this section, if—(A) the debtor does not have an equity in such property; and (B) such property is not necessary to an effective reorganization[.]”

22. Section 554(a) of the Bankruptcy Code provides that “[a]fter notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). The right to abandon is virtually unfettered, unless abandonment of the property will contravene laws designed to protect public health and safety and the property poses an imminent threat to the public’s welfare. See In re Midlantic Nat’l Bank, 474 U.S. 494, 501 (1986). Neither of these limitations is applicable given the relevant facts.

23. The Debtor submits that **if** it determines that the Remaining Property (if any) should be surrendered to a party that has a secured or lease interest in the Remaining Property and the automatic stay terminated, it will make this determination because the Remaining Property is not necessary for an effective reorganization and the Debtor has little to no equity in the Remaining Property. Thus, the Debtor’s determination to surrender the Remaining Property to a party who has

1 a secured or lease interest will reflect the Debtor's exercise of sound business judgment, taking into
 2 account the best interests of the Debtor, its estate, its creditors and other parties in interest. See
 3 McAlary Declaration ¶ 10-11. Accordingly, it is requested that if the Debtor determines that the
 4 Remaining Property should be surrendered, that the automatic stay be terminated pursuant to 11
 5 U.S.C. § 362(d)(2).

6 24. Further, the Debtor submits that if it determines that the Remaining Property (if any)
 7 should be abandoned, it will make this determination because the Remaining Property is either
 8 burdensome to the estate, as removal and storage of the Remaining Property is likely to exceed any
 9 net proceeds from this property, or is of inconsequential value and benefit to the estate. See
 10 McAlary Declaration ¶ 12. Thus, the Debtor's determination to abandon will reflect the Debtor's
 11 exercise of sound business judgment, taking into account the best interests of the Debtor, its estate,
 12 its creditors and other parties in interest. See McAlary Declaration ¶ 12. Accordingly, it is
 13 requested that if the Debtor determines any Remaining Property should be abandoned, that the
 14 Remaining Property shall be deemed abandoned pursuant to 11 U.S.C. § 554 as of the date of the
 15 Motion.

16 IV. WAIVER OF BANKRUPTCY RULES 4001 and 6004(h)

17 25. To implement the Debtor's foregoing requests successfully, the Debtor, to the extent
 18 applicable, seeks a waiver of the 14-day stay of any order pursuant to Fed.R.Bankr. P. 4001 and
 19 6004(h).

20 V. RESERVATION OF RIGHTS

21 26. Nothing contained herein is intended or should be construed as an admission of the
 22 validity of any claim against the Debtor, a waiver of the Debtor's rights to dispute any claim, or an
 23 approval or assumption of any agreement, contract, or lease under section 365 of the Bankruptcy
 24 Code. The Debtor expressly reserves its rights to contest any invoice or claim related to the relief
 25 requested herein in accordance with applicable law.

26 VI. NOTICE

27 27. Notice of this Motion has been given by electronic mail or first class mail to the
 28 following parties or their counsel: (a) the Office of the United States Trustee for the District of

Nevada; (b) counsel for the Official Committee of Unsecured Creditors; (c) counsel to Debtor's secured creditors; (d) counsel to parties that have a lease interest in the Remaining Property; (e) the counterparties to the Contracts and/or Leases; and (f) all parties that have filed a Rule 2002 Notice Request in the Chapter 11 Case. In light of the nature of the relief requested, Debtor respectfully submits that such notice is appropriate and sufficient under the circumstances and that no further notice is necessary.

CONCLUSION

WHEREFORE, for all of the foregoing reasons, Debtor respectfully requests that this Court enter an Order granting this Motion, substantially in the form attached hereto as **Exhibit 1**, and (a) approving the rejection of the Contracts and/or Leases set forth on **Exhibit 2** attached hereto, as of the date of the filing of this Motion; (b) approving termination of the automatic stay as of the date of the filing of this Motion in connection with the surrender of the Remaining Property to a secured creditor; (c) approving abandonment of the Remaining Property as of the date of the filing of this Motion to the extent set forth herein (that is, only if the Debtor has determined the Remaining Property should be abandoned), and (d) granting such other and further relief as this Court deems appropriate.

Dated this 23rd day of March, 2023.

FOX ROTHSCHILD LLP

By: /s/ Jeanette E. McPherson

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EXHIBIT 1
PROPOSED ORDER

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re

CASH CLOUD, INC.,
dba COIN CLOUD,

Debtor.

Case No. BK-S-23-10423-MKN
Chapter 11

**ORDER GRANTING SEVENTH OMNIBUS
MOTION FOR ENTRY OF ORDER
APPROVING REJECTION OF
EXECUTORY CONTRACTS AND
UNEXPIRED LEASES PURSUANT TO 11
U.S.C. § 365(a) AND DISPOSAL OF
CERTAIN PERSONAL PROPERTY
INCLUDING SURRENDER AND
TERMINATION OF THE AUTOMATIC
STAY AND/OR ABANDONMENT**

Hearing Date: April 20, 2023
Hearing Time: 10:30 a.m.

FOX ROTHSCHILD LLP
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The Court having reviewed and considered Debtor's motion [ECF ____] (the "Motion")¹ for an order approving the rejection of Contracts and/or Leases pursuant to 11 U.S.C. § 365(a), terminating the automatic stay pursuant to 11 U.S.C. § 362(d) in favor of secured creditors if the Debtor surrenders the Remaining Property, and authorizing abandonment of the Remaining Property pursuant to 11 U.S.C. § 554(a), if the Debtor has made the determination that abandonment is appropriate; and upon consideration of the McAlary Declaration and arguments of counsel; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; the Court having determined that the rejection of the Contracts and/or Leases is a sound exercise of the Debtor's business judgment and is in the best interests of Debtor, its creditors and all other parties in interest; the Court having determined that termination of the automatic stay in favor of a secured creditor whose collateral is affected is appropriate; the Court having determined that abandonment of Remaining Property, if so determined by the Debtor, is a sound exercise of the Debtor's business judgment and is in the best interests of Debtor, its creditors and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby,

ORDERED that the Motion is **GRANTED** in its entirety; and it is further

ORDERED that the Debtor's rejection of the Contracts and/or Leases, attached hereto as **Exhibit 1**, pursuant to 11 U.S.C. § 365(a) is approved effective as of the date of the filing of the Motion; and it is further

ORDERED that the date of the filing of the Motion shall be deemed to be the date of notice of abandonment of the Remaining Property; and it is further

ORDERED that the Remaining Property is abandoned effective as of the date of the filing

¹ Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Motion.

1 of the Motion, and the Remaining Property shall be surrendered and abandoned to the creditors who
 2 are secured by the Remaining Property. The Remaining Property may be retrieved by the
 3 respective secured creditor from the Location, or any party authorized by the Debtor, within seven
 4 (7) days of entry of this Order; and, after seven (7) days of the date this Order is entered, if the
 5 Remaining Property has not been removed, it may be disposed of by the Counterparty; and it is
 6 further

7 **ORDERED** that the automatic stay is terminated pursuant to 11 U.S.C. § 362(d)(2) to allow
 8 any secured creditor who has a collateral interest in the Remaining Property to exercise its rights to
 9 foreclose on or otherwise dispose of such property in accordance with applicable non-bankruptcy
 10 law; and it is further

11 **ORDERED** that Enigma Securities Limited (“Enigma”) reserves all rights with respect to
 12 the Remaining Property in which it holds an interest, including but not limited to rights it may be
 13 determined to have, if any, with respect to (a) the valuation of its collateral (the “Enigma
 14 Collateral”), (b) cash contained within any abandoned Kiosk that Enigma has asserted is Enigma
 15 Collateral, and (c) the impact of abandonment on the amount of Enigma’s secured claim; and it is
 16 further

17 **ORDERED** that Genesis Global Holdco, LLC (“Genesis”) reserves all rights with respect to
 18 the Remaining Property in which it holds an interest, including but not limited to rights it may be
 19 determined to have, if any, with respect to (a) the valuation of its collateral (the “Genesis
 20 Collateral”), (b) cash contained within any abandoned Kiosk that Genesis has asserted is Genesis
 21 Collateral, and (c) the impact of abandonment on the amount of Genesis’s secured claim; and it is
 22 further

23 **ORDERED** that nothing herein shall serve as a waiver of any claims of the Debtor, its
 24 estate or the Committee against any party holding an interest in the Remaining Property, and the
 25 Debtor, its estate and the Committee expressly reserve any and all of their rights with respect to any
 26 claims of any creditor arising in connection with the rejection of the Contracts or Leases, surrender
 27 of the Remaining Property, and abandonment of the Remaining Property, or claims or issues related
 28 thereto, including, without limitation (a) the valuation of a secured creditor’s collateral interest, (b)

whether any cash contained in any abandoned Kiosk is a secured creditor's collateral or belongs to any other creditor or the Debtor, and (c) the determination of any party's proof of claim, including without limitation a secured creditor's or lease holder's claim, including without limitation all related claims of the Debtor, its estate or the Committee for setoff and/or damages; and it is further

ORDERED that the abandonment of the Remaining Property shall not impair, waive, limit, or otherwise affect, and shall be subject to, any and all claims, ownership interests and contractual rights of OptConnect Management LLC ("OptConnect") in connection with any Remaining Property (and any equipment or hardware connected thereto), which are reserved and preserved in all respects, and nothing in this Order or any abandonment of Remaining Property as a result of this Order shall grant any third party any rights over OptConnect's assets that form part of the Remaining Property (and any equipment or hardware connected thereto); and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from the implementation or interpretation of this Order; and it is further

ORDERED that notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion; and it is further

ORDERED that, to the extent applicable, the 14-day stay under Fed.R.Bankr. P. 4001 and Fed.R.Bankr. P. 6004(h) is waived.

Prepared And Respectfully Submitted By:

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1 APPROVED/DISAPPROVED

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18 APPROVED/DISAPPROVED

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13 Las Vegas, Nevada 89134

14 *Counsel for Enigma Securities Limited*

15 APPROVED/DISAPPROVED

16 **DECHERT LLP**

17 By: _____

18 CRAIG P. DRUEHL, ESQ.

Three Bryant Park

19 1095 Avenue of the Americas

New York New York 10036-6797

20 and

21 **LAW OFFICE OF BRIAN D. SHAPIRO, LLC**

22 BRIAN D. SHAPIRO, ESQ.

Nevada Bar No. 5772

23 510 S. 8th Street

Las Vegas, Nevada 89101

24 *Counsel for OptConnect Management LLC*

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
(702) 262-6899
(702) 597-5503 (fax)

1 APPROVED/DISAPPROVED

2 **CLEARY GOTTlieb STEEN & HAMILTON LLP**

3 By: _____

4 SEAN A. O'NEAL, ESQ. (*Admitted Pro Hac Vice*)
5 JANE VANLARE, ESQ. (*Admitted Pro Hac Vice*)
6 MICHAEL WEINBERG, ESQ. (*Pro Hac Vice* forthcoming)
One Liberty Plaza
New York, New York 10006

7 and

8 **SNELL & WILMER L.L.P.**

9 ROBERT R. KINAS, ESQ. (Nevada Bar No. 6019)
10 BLAKELEY E. GRIFFITH, ESQ. (Nevada Bar No. 12386)
11 CHARLES E. GIANELLONI, ESQ. (Nevada Bar No. 12747)
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169

12 *Counsel for Genesis Global Holdco LLC*

13 **CERTIFICATION OF COUNSEL PURSUANT TO LOCAL RULE 9021**

14 In accordance with Local Rule 9021, counsel submitting this document certifies as follows:

- 15 ☐ The Court has waived the requirement of approval in LR 9021(b)(1).
- 16 ☐ No party appeared at the hearing or filed an objection to the motion.
- 17 ☐ I have delivered a copy of this proposed order to all counsel who appeared at the
18 hearing, any unrepresented parties who appeared at the hearing, and each has
approved or disapproved the order, or failed to respond, as indicated below:
- 19
- 20 ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this
21 order with the motion pursuant to LR 9014(g), and that no party has objected to the
form or content of the order.

22 # # #

EXHIBIT 1 TO PROPOSED ORDER
CONTRACTS AND/OR LEASES TO BE REJECTED

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
(702) 262-6899
(702) 597-5503 (fax)

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
Neighborhood Liquor Mart	Attn: Humza Naeem Firoz 3505 Lincoln Way #Ste 105 Ames, IA 50014	Attn: Humza Naeem Firoz 3505 Lincoln Way #Ste 105 Ames, IA 50014	116767
Northway Market	Attn: Sam Mutan, Hisham Mutan 5590 Florissant Ave St. Louis, MO 63120	Attn: Hisham Mutan, Sam Mutan 10320 Bellefontaine Rd St Louis, MO 63137	108927
NW Harbor International	Attn: Inna Mayorov 3329 E. Sprague Avenue Spokane, WA 99202	Attn: Inna Mayorov 3329 E. Sprague Avenue Spokane, WA 99202	123554
Old Brandon Shell	Attn: Jonathan Duane Germany 206 E Government St Brandon, MS 39042	Attn: Jonathan Duane Germany 206 E Government St Brandon, MS 39042	116784
Old Hickory Express	Attn: Alaa Qaadani 588 Old Hickory Blvd Jackson, TN 38305	Attn: Alaa Qaadani 588 Old Hickory Blvd Jackson, TN 38305	119593
One Stop Market	2185 Richmond Tappahannock Hwy Manquin, VA 23106	2185 Richmond Tappahannock Hwy Manquin, VA 23106	128669
OSC PC Inc	Attn: Artem Trdatovich Oganyan 12515 Oxnard St North Hollywood, CA 91606	Attn: Artem Trdatovich Oganyan 12515 Oxnard St North Hollywood, CA 91606	123626
P&N Pawn Shop	Attn: Christopher Scott Firebaugh 1842 W Jefferson St Plymouth, IN 46563	Attn: Christopher Scott Firebaugh 1842 W Jefferson St Plymouth, IN 46563	118600
PAB Holdings Inc.	Attn: Arthur Blikian 13947 Chandler Blvd Sherman Oaks, CA 91401	2815 W Jefferson Blvd Los Angeles, CT 90018	119060
Personalized Gifts DBA Quick Fix	Attn: Kashif Hafiz 398 Northtown Dr NE Blaine, MN 55434	5176 Central Ave NE Fridley, MN 55421	121368
Personalized Gifts DBA Quick Fix	Attn: Kashif Hafiz 398 Northtown Dr NE Blaine, MN 55434	9360 Lexington Ave NE Circle Pines, MN 55014	121372
Psmall Wireless LLC	Attn: Khalid Ali Alkady 1108 E Pontiac St #3 Fort Wayne, IN 46803	Attn: Khalid Ali Alkady 1108 E Pontiac St #3 Fort Wayne, IN 46803	120921
Prenger Foods	Attn: Amanda Prenger Halley 902 E Briggs Dr Macon, MO 63552	Attn: Amanda Prenger Halley 902 E Briggs Dr Macon, MO 63552	140787

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
Pro-Play Games LLC	Attn: George Machado 13415 SW 73 Ter Miami, FL 33183	1405 SW 107th Ave #202c Miami, FL 33174	117738
PSA LLC	Attn: Mayur Patel 303 E Central Ave Comache, TX 76442	Attn: Mayur Patel 303 E Central Ave Comache, TX 76442	119652
Rameshwaram LLC	Attn: Chetankumar Patel 365 US-6 Genesco, IL 61254	Attn: Chetankumar Patel 365 US-6 Genesco, IL 61254	123442
RBJ Ventures LLC	Attn: Rahim Bahadur Ali Jindani 6551 Boulevard 26 N Richland Hills, TX 76180-1525	Attn: Rahim Bahadur Ali Jindani 6551 Boulevard 26 N Richland Hills, TX 76180-1525	115365
Resurrected Games	Attn: Troy Scott ARN 2815 Guadalupe St #C Austin, TX 78705	Attn: Troy Scott ARN 2815 Guadalupe St #C Austin, TX 78705	119595
Right Market #2	Attn: Usami Abdullah, Usama Abdullah 1028 Penn Ave Pittsburgh, PA 15221	Attn: Usami Abdullah, Usama Abdullah 10045 Frankstown Rd Pittsburgh, PA 15235	115342
Rios Wireless	Attn: Brenda Rios 5530 Berchmans Ave Las Vegas, NV 89122	3025 E Desert Inn Rd #7 Las Vegas, NV 89121	153989
RJHY Enterprise LLC	Attn: Kanubhai Patel 1002 Rabbit Run Hopkins, SC 29061	Attn: Kanubhai Patel 1002 Rabbit Run Hopkins, SC 29061	122973
RSS UBSBB2012C4 - UT NMH, LLC	c/o The Woodmont Company 2100 West 7th Street Fort Worth, TX 76107	Newgate Mall 3651 Wall Avenue Ogden, UT 84405	143102
RSS WFCM2013-LC12-MT RO LLC	c/o Jones Lang LaSalle Americas Inc. 300 South 24th Street Billings, MT 59102-5650	c/o Jones Lang LaSalle Americas Inc. 300 South 24th Street Billings, MT 59102-5650	128170
Saint George Laundromat LLC	Attn: Sameh Lous 3441 Lebanon Pike Suite 110 Hermitage, TN 37076	Attn: Sameh Lous 3441 Lebanon Pike Suite 110 Hermitage, TN 37076	117735
Saint George Laundromat LLC	Attn: Sameh Lous 3441 Lebanon Pike Suite 110 Hermitage, TN 37076	Attn: Sameh Lous 423 N Broadway Portland, TN 37148	117739
Saint George Laundromat LLC	Attn: Sameh Lous 3441 Lebanon Pike Suite 110 Hermitage, TN 37076	Attn: Sameh Lous 315 S Water Ave Suite #C Gallatin, TN 37066	117742

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
Saint George Laundromat LLC	Attn: Sameh Lous 3441 Lebanon Pike Suite 110 Hermitage, TN 37076	Attn: Sameh Lous 631 S Water Gallatin, TN 37066	117790
Saint George Laundromat LLC	Attn: Sameh Lous 3441 Lebanon Pike Suite 110 Hermitage, TN 37076	Attn: Sameh Lous 805 S Water Ave Gallatin, TN 37066	118028
Sam F, Inc dba Oak Street Foodmart	Attn: Samir Faraj 331 E Oak Street Louisville, KY 40203	Attn: Samir Faraj 331 E Oak Street Louisville, KY 40203	117054
Samreet Inc.	Attn: Parmjit Singh 511 N 1st St Yakima, WA 98901-2307	Attn: Parmjit Singh 511 N 1st St Yakima, WA 98901-2307	123046
Sam's Food Stores	Attn: Krupal M Soni 389 Broadway Lawrence, MA 01841	Attn: Krupal M Soni 389 Broadway Lawrence, MA 01841	117661
Sam's Wireless TN Inc	Attn: Adel Saleh 612 W Market St Bolivar, TN 38008	Attn: Adel Saleh 612 W Market St Bolivar, TN 38008	121130
Saneha Enterprises Inc.	Attn: Malik Lalani c/o Super Laundry City 1120 E Parker Rd Ste 110 Plano, TX 75074-5374	1306 Sycamore School Road Fort Worth, TX 76133	118029
Savin Hill Wine & Spirits	Attn: Leykun Abay Abay 1051 Dorchester Ave Boston, MA 02125	Attn: Leykun Abay Abay 1051 Dorchester Ave Boston, MA 02125	116973
Savita Inc. dba Nicks Food Mart	Attn: Kirti Patel 1219 Lakeland Hills Blvd Lakeland, FL 33805	Attn: Kirti Patel 1219 Lakeland Hills Blvd Lakeland, FL 33805	117793
Sean Haggerty Smoke Shop	Attn: Mohammeddarwish Lulu 11100 Sean Haggerty Dr Ste 208 El Paso, TX 79934	Attn: Mohammeddarwish Lulu 11100 Sean Haggerty Dr Ste 208 El Paso, TX 79934	126956
Shamrock Plaza Liquors	Attn: Makhan Shoker 289 McKnight S St. Paul, MN 55119	Attn: Makhan Shoker 289 McKnight S St. Paul, MN 55119	116091
Shana Cell Service	Attn: Sandra Vargas; Maria Bargas 2004 East Charleston Blvd. Las Vegas, NV 89104	4656 E Sunset Rd Handerson, NV 89014	153985

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
Shaw Gate Trading Post	Attn: Daniel E. Burkett 5435 Broad St Sumter, SC 29154	Attn: Daniel E. Burkett 5435 Broad St Sumter, SC 29154	108869
Simply 3D Hawaii LLC	Attn: Darren Oshiro; Jonathan Pananganan 94-1221 KA UKA Blvd Ste 108-338 Waipahu, HI 96797-6202	98-029 Hekaha St Building 5 No. 35 Aiea, HI 96701	161176
SM Gas Inc	Attn: Sarwan Singh 13060 Jefferson Blvd Mishawaka, IN 46545	Attn: Sarwan Singh 13060 Jefferson Blvd Mishawaka, IN 46545	115190
Southside mini mart LLC	Attn: Esam Saleh 1939 S Highland Ave Jackson, TN 38301	Attn: Esam Saleh 1939 S Highland Ave Jackson, TN 38301	118898
Star West Metreon, LLC	Attn: Jeremiah Gregory c/o Jones Lang LaSalle Americas Inc PO Box 398057 San Francisco, CA 94139-8057	Attn: Jeremiah Gregory 135 Fourth Street 4th Floor - Management Office San Francisco, CA 94103	128162
Stars Investments LLC c/o Star Food Mart	Attn: Rajan Patel 906 Peach St Selmer, TN 38375	Attn: Rajan Patel 906 Peach St Selmer, TN 38375	140980
Steve's Laundry Center LLC	Attn: Steven Hochstetler 150 Family Fare Dr #2 Nappanee, IN 46550	Attn: Steven Hochstetler 150 Family Fare Dr #2 Nappanee, IN 46550	116771
Stop N Shop	Attn: Arshadullah Falah 2924 N 50th St Tampa, FL 33619	Attn: Arshadullah Falah 2924 N 50th St Tampa, FL 33619	118749
Sumrall Doughnuts and Breakfast	Attn: Kelly Pich 1220 MS-42 Sumrall, MS 39482	Attn: Kelly Pich 1220 MS-42 Sumrall, MS 39482	115305
Sunshine Food Store	Attn: Thakur Jeetendra 2401 S Carrier Pkwy Grand Prairie, TX 75051	Attn: Thakur Jeetendra 2401 S Carrier Pkwy Grand Prairie, TX 75051	108019
T&T Rental L C	Attn: Tony Edward Tomlyanovich 409 Main St Cedar Falls, IA 50613	Attn: Tony Edward Tomlyanovich 419 Main St Cedar Falls, IA 50613	115382
Tech Doc's Depot	Attn: Mathew R Jackson 209 N Central Ave Paris, IL 61944	Attn: Mathew R Jackson 209 N Central Ave Paris, IL 61944	123620

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
Techy By Dr Phone Fix & Computer Repair Tamiami	Attn: Sandra De Regibus 11461 SW 40th St Miami, FL 33165	Attn: Sandra De Regibus 11461 SW 40th St Miami, FL 33165	145977
Techy By Dr Phone Fix & Computer Repair Weston	4442 Weston Rd Davie, FL 33331	4442 Weston Rd Davie, FL 33331	129158
The Business Lounge	Attn: Shannon Robinson 4035 Jonesboro Rd SE Suite 240, #416 Forest Park, GA 30297	Attn: Shannon Robinson 4035 Jonesboro Rd SE Suite 240, #416 Forest Park, GA 30297	120655
The CORE Inc	Attn: Michael Paul Blanchard 1926 Valley Park Dr Cedar Falls, IA 50613	2200 Falls Ave Waterloo, IA 50701-5706	115450
The Depot Express**	Attn: David Scheetz 221 W. Marengo Rd Tiffin, IA 52340	188 Park Ridge Rd Atkins, IA 52206	140304
		100 Oakdale Blvd #Ste 100 Coralville, IA 52241	140305
		102 S Elm St Gilman, IA 50106	140306
		100 S Front St Montezuma, IA 50171	140307
		117 E Railroad St Norway, IA 52318	140310
		220 N Augusta Ave Oxford, IA 52322	140311
		221 W Marengo Rd Tiffin, IA 52340	140312
		101 1st St Van Horne, IA 52346	140313
The Golfing Dog Group LLC DBA Washboard	Attn: Thomas Nolting 1080 Honeysuckle Lane Cabot, AR 72023	100 N 1st St Cabot, AR 72023	118837
Tienda Latino De Forest LLC	Attn: Ovidio Francisco-Miguel 665 E 3rd St Forest, MS 39074	Attn: Ovidio Francisco-Miguel 665 E 3rd St Forest, MS 39074	113815
Time Saver of Kennedy Inc.	Attn: Samuel Helmy Fahiem Makarius 4148 W Kennedy Blvd Tampa, FL 33609-2246	Attn: Samuel Helmy Fahiem Makarius 4148 W Kennedy Blvd Tampa, FL 33609-2246	117126
Top Discount Beverage LLC	Attn: Bhavesh R Patel 7141 E Hwy 25 Bellevue, FL 34420	Attn: Bhavesh R Patel 7141 E Hwy 25 Bellevue, FL 34420	139526

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
Tubac Market	Attn: Harold Busboom PO Box 4569 Tubac, AZ 85646	10 Avenida Goya Tubac, AZ 85646	115100
Unspoken Art Studio	Attn: Paul Tischhauser 7151 Savannah Dr Newburgh, IN 47630	Attn: Paul Tischhauser 7151 Savannah Dr Newburgh, IN 47630	118434
V-5 Market, LLC	Attn: Elizabeth Valdovinos 1009 Dale Ave Suite #C Benton City, WA 99320	Attn: Elizabeth Valdovinos 1009 Dale Ave Suite #C Benton City, WA 99320	123681
Vaid Oil Company LLC	Attn: Parveen Kumar 2344 N Limestone St Apt 104 Springfield, OH 45503	2300 S Limestone St Springfield, OH 45505	115345
Velasquez Group L.P.	Attn: Tom Velasquez PO Box 767 Wheeler, TX 79096	c/o Top Value Attn: Tom Velasquez 208 West Main Stigler, OK 74462	141098
Water Boy Services	Attn: Edgar Nava 1361 N Fair Oaks Ave Pasadena, CA 91103	Attn: Edgar Nava 1361 N Fair Oaks Ave Pasadena, CA 91103	126558
West Mount One Stop LLC	Attn: George Youssif 8206 West Mount Drive Rocky Mount, NC 27803	Attn: George Youssif 8206 West Mount Drive Rocky Mount, NC 27803	116971
Williams Package	Attn: Dipakkumar Patel 50 Spring Street Winchendon, MA 01475	Attn: Dipakkumar Patel 50 Spring Street Winchendon, MA 01475	114729
Wine Beginnings	Attn: Kimberly Moen 1413 Tower Avenue Superior, WI 54880	Attn: Kimberly Moen 1413 Tower Avenue Superior, WI 54880	119054
Wireless Times LLC	Attn: Adam Mansour 5716 Brookdale Dr. N. Suite B Brooklyn Park, MN 55443	Attn: Adam Mansour 5716 Brookdale Dr. N. Suite B Brooklyn Park, MN 55443	123622
Wizards Keep Games	Attn: Jason Bessonette 17148 116th Avenue SE Renton, WA 98058	Attn: Jason Bessonette 17148 116th Avenue SE Renton, WA 98058	123441
World Market Inc	Attn: Corey Hong 3900 S. Grand Blvd. St. Louis, MO 63118	Attn: Corey Hong 3900 S. Grand Blvd. St. Louis, MO 63118	116398
W-Side Market Inc	Attn: Malek Akermi 482 W Oak Ridge Rd Orlando, FL 32809	Attn: Malek Akermi 482 W Oak Ridge Rd Orlando, FL 32809	117563

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Xvertuz Vapes	aTTN: Denna Hatch 1175 US-40 #Suite B Vernal, UT 84078	aTTN: Denna Hatch 1175 US-40 #Suite B Vernal, UT 84078	139850
Yoleni's Providence	Attn: Alexander Meletios 292 Westminster Street Providence, RI 02903	Attn: Alexander Meletios 292 Westminster Street Providence, RI 02903	117127
Zach's Country Store	Attn: Zachary D. Soper 641 Gurnet Road Brunswick, ME 04011	Attn: Zachary D. Soper 641 Gurnet Road Brunswick, ME 04011	123212

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EXHIBIT 2
CONTRACTS AND/OR LEASES TO BE REJECTED

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
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(702) 597-5503 (fax)

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NW Harbor International	Attn: Inna Mayorov 3329 E. Sprague Avenue Spokane, WA 99202	Attn: Inna Mayorov 3329 E. Sprague Avenue Spokane, WA 99202	123554
Old Brandon Shell	Attn: Jonathan Duane Germany 206 E Government St Brandon, MS 39042	Attn: Jonathan Duane Germany 206 E Government St Brandon, MS 39042	116784
Old Hickory Express	Attn: Alaa Qaadani 588 Old Hickory Blvd Jackson, TN 38305	Attn: Alaa Qaadani 588 Old Hickory Blvd Jackson, TN 38305	119593
One Stop Market	2185 Richmond Tappahannock Hwy Manquin, VA 23106	2185 Richmond Tappahannock Hwy Manquin, VA 23106	128669
OSC PC Inc	Attn: Artem Trdatovich Oganyan 12515 Oxnard St North Hollywood, CA 91606	Attn: Artem Trdatovich Oganyan 12515 Oxnard St North Hollywood, CA 91606	123626
P&N Pawn Shop	Attn: Christopher Scott Firebaugh 1842 W Jefferson St Plymouth, IN 46563	Attn: Christopher Scott Firebaugh 1842 W Jefferson St Plymouth, IN 46563	118600
PAB Holdings Inc.	Attn: Arthur Blikian 13947 Chandler Blvd Sherman Oaks, CA 91401	2815 W Jefferson Blvd Los Angeles, CT 90018	119060
Personalized Gifts DBA Quick Fix	Attn: Kashif Hafiz 398 Northtown Dr NE Blaine, MN 55434	5176 Central Ave NE Fridley, MN 55421	121368
Personalized Gifts DBA Quick Fix	Attn: Kashif Hafiz 398 Northtown Dr NE Blaine, MN 55434	9360 Lexington Ave NE Circle Pines, MN 55014	121372
Psmall Wireless LLC	Attn: Khalid Ali Alkady 1108 E Pontiac St #3 Fort Wayne, IN 46803	Attn: Khalid Ali Alkady 1108 E Pontiac St #3 Fort Wayne, IN 46803	120921
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Rameshwaram LLC	Attn: Chetankumar Patel 365 US-6 Genesco, IL 61254	Attn: Chetankumar Patel 365 US-6 Genesco, IL 61254	123442
RBJ Ventures LLC	Attn: Rahim Bahadur Ali Jindani 6551 Boulevard 26 N Richland Hills, TX 76180-1525	Attn: Rahim Bahadur Ali Jindani 6551 Boulevard 26 N Richland Hills, TX 76180-1525	115365
Resurrected Games	Attn: Troy Scott ARN 2815 Guadalupe St #C Austin, TX 78705	Attn: Troy Scott ARN 2815 Guadalupe St #C Austin, TX 78705	119595
Right Market #2	Attn: Usami Abdullah, Usama Abdullah 1028 Penn Ave Pittsburgh, PA 15221	Attn: Usami Abdullah, Usama Abdullah 10045 Frankstown Rd Pittsburgh, PA 15235	115342
Rios Wireless	Attn: Brenda Rios 5530 Berchmans Ave Las Vegas, NV 89122	3025 E Desert Inn Rd #7 Las Vegas, NV 89121	153989
RJHY Enterprise LLC	Attn: Kanubhai Patel 1002 Rabbit Run Hopkins, SC 29061	Attn: Kanubhai Patel 1002 Rabbit Run Hopkins, SC 29061	122973
RSS UBSBB2012C4 - UT NMH, LLC	c/o The Woodmont Company 2100 West 7th Street Fort Worth, TX 76107	Newgate Mall 3651 Wall Avenue Ogden, UT 84405	143102
RSS WFCM2013-LC12-MT RO LLC	c/o Jones Lang LaSalle Americas Inc. 300 South 24th Street Billings, MT 59102-5650	c/o Jones Lang LaSalle Americas Inc. 300 South 24th Street Billings, MT 59102-5650	128170
Saint George Laundromat LLC	Attn: Sameh Lous 3441 Lebanon Pike Suite 110 Hermitage, TN 37076	Attn: Sameh Lous 3441 Lebanon Pike Suite 110 Hermitage, TN 37076	117735
Saint George Laundromat LLC	Attn: Sameh Lous 3441 Lebanon Pike Suite 110 Hermitage, TN 37076	Attn: Sameh Lous 423 N Broadway Portland, TN 37148	117739
Saint George Laundromat LLC	Attn: Sameh Lous 3441 Lebanon Pike Suite 110 Hermitage, TN 37076	Attn: Sameh Lous 315 S Water Ave Suite #C Gallatin, TN 37066	117742

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Saint George Laundromat LLC	Attn: Sameh Lous 3441 Lebanon Pike Suite 110 Hermitage, TN 37076	Attn: Sameh Lous 805 S Water Ave Gallatin, TN 37066	118028
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Samreet Inc.	Attn: Parmjit Singh 511 N 1st St Yakima, WA 98901-2307	Attn: Parmjit Singh 511 N 1st St Yakima, WA 98901-2307	123046
Sam's Food Stores	Attn: Krupal M Soni 389 Broadway Lawrence, MA 01841	Attn: Krupal M Soni 389 Broadway Lawrence, MA 01841	117661
Sam's Wireless TN Inc	Attn: Adel Saleh 612 W Market St Bolivar, TN 38008	Attn: Adel Saleh 612 W Market St Bolivar, TN 38008	121130
Saneha Enterprises Inc.	Attn: Malik Lalani c/o Super Laundry City 1120 E Parker Rd Ste 110 Plano, TX 75074-5374	1306 Sycamore School Road Fort Worth, TX 76133	118029
Savin Hill Wine & Spirits	Attn: Leykun Abay Abay 1051 Dorchester Ave Boston, MA 02125	Attn: Leykun Abay Abay 1051 Dorchester Ave Boston, MA 02125	116973
Savita Inc. dba Nicks Food Mart	Attn: Kirti Patel 1219 Lakeland Hills Blvd Lakeland, FL 33805	Attn: Kirti Patel 1219 Lakeland Hills Blvd Lakeland, FL 33805	117793
Sean Haggerty Smoke Shop	Attn: Mohammeddarwish Lulu 11100 Sean Haggerty Dr Ste 208 El Paso, TX 79934	Attn: Mohammeddarwish Lulu 11100 Sean Haggerty Dr Ste 208 El Paso, TX 79934	126956
Shamrock Plaza Liquors	Attn: Makhan Shoker 289 McKnight S St. Paul, MN 55119	Attn: Makhan Shoker 289 McKnight S St. Paul, MN 55119	116091
Shana Cell Service	Attn: Sandra Vargas; Maria Bargas 2004 East Charleston Blvd. Las Vegas, NV 89104	4656 E Sunset Rd Handerson, NV 89014	153985

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Simply 3D Hawaii LLC	Attn: Darren Oshiro; Jonathan Pananganan 94-1221 KA UKA Blvd Ste 108-338 Waipahu, HI 96797-6202	98-029 Hekaha St Building 5 No. 35 Aiea, HI 96701	161176
SM Gas Inc	Attn: Sarwan Singh 13060 Jefferson Blvd Mishawaka, IN 46545	Attn: Sarwan Singh 13060 Jefferson Blvd Mishawaka, IN 46545	115190
Southside mini mart LLC	Attn: Esam Saleh 1939 S Highland Ave Jackson, TN 38301	Attn: Esam Saleh 1939 S Highland Ave Jackson, TN 38301	118898
Star West Metreon, LLC	Attn: Jeremiah Gregory c/o Jones Lang LaSalle Americas Inc PO Box 398057 San Francisco, CA 94139-8057	Attn: Jeremiah Gregory 135 Fourth Street 4th Floor - Management Office San Francisco, CA 94103	128162
Stars Investments LLC c/o Star Food Mart	Attn: Rajan Patel 906 Peach St Selmer, TN 38375	Attn: Rajan Patel 906 Peach St Selmer, TN 38375	140980
Steve's Laundry Center LLC	Attn: Steven Hochstetler 150 Family Fare Dr #2 Nappanee, IN 46550	Attn: Steven Hochstetler 150 Family Fare Dr #2 Nappanee, IN 46550	116771
Stop N Shop	Attn: Arshadullah Falah 2924 N 50th St Tampa, FL 33619	Attn: Arshadullah Falah 2924 N 50th St Tampa, FL 33619	118749
Sumrall Doughnuts and Breakfast	Attn: Kelly Pich 1220 MS-42 Sumrall, MS 39482	Attn: Kelly Pich 1220 MS-42 Sumrall, MS 39482	115305
Sunshine Food Store	Attn: Thakur Jeetendra 2401 S Carrier Pkwy Grand Prairie, TX 75051	Attn: Thakur Jeetendra 2401 S Carrier Pkwy Grand Prairie, TX 75051	108019
T&T Rental L C	Attn: Tony Edward Tomlyanovich 409 Main St Cedar Falls, IA 50613	Attn: Tony Edward Tomlyanovich 419 Main St Cedar Falls, IA 50613	115382
Tech Doc's Depot	Attn: Mathew R Jackson 209 N Central Ave Paris, IL 61944	Attn: Mathew R Jackson 209 N Central Ave Paris, IL 61944	123620

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Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
Techy By Dr Phone Fix & Computer Repair Tamiami	Attn: Sandra De Regibus 11461 SW 40th St Miami, FL 33165	Attn: Sandra De Regibus 11461 SW 40th St Miami, FL 33165	145977
Techy By Dr Phone Fix & Computer Repair Weston	4442 Weston Rd Davie, FL 33331	4442 Weston Rd Davie, FL 33331	129158
The Business Lounge	Attn: Shannon Robinson 4035 Jonesboro Rd SE Suite 240, #416 Forest Park, GA 30297	Attn: Shannon Robinson 4035 Jonesboro Rd SE Suite 240, #416 Forest Park, GA 30297	120655
The CORE Inc	Attn: Michael Paul Blanchard 1926 Valley Park Dr Cedar Falls, IA 50613	2200 Falls Ave Waterloo, IA 50701-5706	115450
The Depot Express**	Attn: David Scheetz 221 W. Marengo Rd Tiffin, IA 52340	188 Park Ridge Rd Atkins, IA 52206	140304
		100 Oakdale Blvd #Ste 100 Coralville, IA 52241	140305
		102 S Elm St Gilman, IA 50106	140306
		100 S Front St Montezuma, IA 50171	140307
		117 E Railroad St Norway, IA 52318	140310
		220 N Augusta Ave Oxford, IA 52322	140311
		221 W Marengo Rd Tiffin, IA 52340	140312
		101 1st St Van Horne, IA 52346	140313
The Golfing Dog Group LLC DBA Washboard	Attn: Thomas Nolting 1080 Honeysuckle Lane Cabot, AR 72023	100 N 1st St Cabot, AR 72023	118837
Tienda Latino De Forest LLC	Attn: Ovidio Francisco-Miguel 665 E 3rd St Forest, MS 39074	Attn: Ovidio Francisco-Miguel 665 E 3rd St Forest, MS 39074	113815
Time Saver of Kennedy Inc.	Attn: Samuel Helmy Fahiem Makarius 4148 W Kennedy Blvd Tampa, FL 33609-2246	Attn: Samuel Helmy Fahiem Makarius 4148 W Kennedy Blvd Tampa, FL 33609-2246	117126
Top Discount Beverage LLC	Attn: Bhavesh R Patel 7141 E Hwy 25 Bellevue, FL 34420	Attn: Bhavesh R Patel 7141 E Hwy 25 Bellevue, FL 34420	139526

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Tubac Market	Attn: Harold Busboom PO Box 4569 Tubac, AZ 85646	10 Avenida Goya Tubac, AZ 85646	115100
Unspoken Art Studio	Attn: Paul Tischhauser 7151 Savannah Dr Newburgh, IN 47630	Attn: Paul Tischhauser 7151 Savannah Dr Newburgh, IN 47630	118434
V-5 Market, LLC	Attn: Elizabeth Valdovinos 1009 Dale Ave Suite #C Benton City, WA 99320	Attn: Elizabeth Valdovinos 1009 Dale Ave Suite #C Benton City, WA 99320	123681
Vaid Oil Company LLC	Attn: Parveen Kumar 2344 N Limestone St Apt 104 Springfield, OH 45503	2300 S Limestone St Springfield, OH 45505	115345
Velasquez Group L.P.	Attn: Tom Velasquez PO Box 767 Wheeler, TX 79096	c/o Top Value Attn: Tom Velasquez 208 West Main Stigler, OK 74462	141098
Water Boy Services	Attn: Edgar Nava 1361 N Fair Oaks Ave Pasadena, CA 91103	Attn: Edgar Nava 1361 N Fair Oaks Ave Pasadena, CA 91103	126558
West Mount One Stop LLC	Attn: George Youssif 8206 West Mount Drive Rocky Mount, NC 27803	Attn: George Youssif 8206 West Mount Drive Rocky Mount, NC 27803	116971
Williams Package	Attn: Dipakkumar Patel 50 Spring Street Winchendon, MA 01475	Attn: Dipakkumar Patel 50 Spring Street Winchendon, MA 01475	114729
Wine Beginnings	Attn: Kimberly Moen 1413 Tower Avenue Superior, WI 54880	Attn: Kimberly Moen 1413 Tower Avenue Superior, WI 54880	119054
Wireless Times LLC	Attn: Adam Mansour 5716 Brookdale Dr. N. Suite B Brooklyn Park, MN 55443	Attn: Adam Mansour 5716 Brookdale Dr. N. Suite B Brooklyn Park, MN 55443	123622
Wizards Keep Games	Attn: Jason Bessonette 17148 116th Avenue SE Renton, WA 98058	Attn: Jason Bessonette 17148 116th Avenue SE Renton, WA 98058	123441
World Market Inc	Attn: Corey Hong 3900 S. Grand Blvd. St. Louis, MO 63118	Attn: Corey Hong 3900 S. Grand Blvd. St. Louis, MO 63118	116398
W-Side Market Inc	Attn: Malek Akermi 482 W Oak Ridge Rd Orlando, FL 32809	Attn: Malek Akermi 482 W Oak Ridge Rd Orlando, FL 32809	117563

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Xvertuz Vapes	aTTN: Denna Hatch 1175 US-40 #Suite B Vernal, UT 84078	aTTN: Denna Hatch 1175 US-40 #Suite B Vernal, UT 84078	139850
Yoleni's Providence	Attn: Alexander Meletios 292 Westminster Street Providence, RI 02903	Attn: Alexander Meletios 292 Westminster Street Providence, RI 02903	117127
Zach's Country Store	Attn: Zachary D. Soper 641 Gurnet Road Brunswick, ME 04011	Attn: Zachary D. Soper 641 Gurnet Road Brunswick, ME 04011	123212

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